

REMARKS

Claims 17 - 23 are pending the application; Claims 17 - 23 stand rejected under 35 USC §103. By this Amendment, Claims 17 - 23 have been amended. These amendments add no new matter to the application and are well supported throughout the specification.

Applicant had opportunity for a telephone Interview with the Examiner on 11/8/07, during which independent claims 17 and 20 were discussed with respect to the cited art. Amendments were proposed such that all instances of “service partner” would be clarified to “luggage carrier” to make clear that the party that is required to have the luggage transport client application is the actual luggage carrier, not some intermediary, and to make explicit that this luggage transport client application on the luggage carrier’s computer is for interaction with the luggage transport service site’s luggage transport server application. Without making an allowance commitment on the spot, the Examiner did indicate that such amendments would be effective to distinguish over the cited art. These proposed amendments are the ones that have been presented above, and Applicant believes, based on discussion with the Examiner, that they put the case into condition for allowance.

Claims 17 - 23 stand rejected under 35 USC §103(a) as being allegedly obvious over Quackenbush in view of Lanigan and Barni; Applicant respectfully traverses these rejections. However, and without prejudice to Applicant’s right to further assert unamended or differently amended claims in subsequent prosecutions, Applicant has carefully considered the Examiner’s response and recommendations to Applicant in communications exchanged during intervening months, and perceives a chance to come to an early indication of allowable subject matter, based on these communications. Applicant has therefore now amended independent claims 17 and 20 to clarify the subject matter of the claims so that they may be seen to clearly differentiate over the cited art.

First though, Applicant has been perceiving a need to clearly differentiate the actors operating in both Quackenbush’s system and Applicant’s system in order to communicate effectively and to

point out with particularity where the cited art fails to disclose claimed elements. Because Applicant's system is distinguished at least in part by the limitation, "service partners (SP's)" running client applications on "service partners associated computers", it is important for the Examiner to consider and differentiate along with Applicant between 1) an airline who refers a client to a luggage transport service, 2) the luggage transport service which runs a luggage transport server application, and 3) a service partner, who transports the luggage. For the purposes of discussion, Applicant maps the interactive web sites and entities according to the following table:

Entity	Quackenbush's name & element number for the entity	Applicant's name & element number for the entitiy
1) Airline web site	Airline web site / 308	Service partners site / 50
2) Luggage transport service site	BaggageDirect web site / 310	MySkyCap Site / 70
3) Shipping companies, baggage carriers or freight carriers	Ground Delivery Operator or GDO (no site indicated) / No number	Service partners site / 50

Applicant has now amended the claims to eliminate any ambiguity, in particular, by replacing the term "service partners" with "luggage carriers". It may now more clearly be seen that Quackenbush's BaggageDirect web site 310 (a luggage transport service site) is only analogous to Applicant's MySkyCap Site 70 (also a luggage transport service site). And, as regards the limitations of the claims, it is irrelevant who merely refers the traveler to the online luggage transport service site. Whether it is an airline or tour company, or whether the user accesses the luggage transport service site directly, the luggage transport service site (BaggageDirect or MySkyCap) must thereafter somehow provide transport of the luggage.

Quackenbush does it this way (recall that Quackenbush refers to the entity which picks up a traveler's luggage as a Ground Delivery Operator or GDO, while Applicant refers to them as "service partners" or luggage carriers):

Quackenbush, at col. 3, lines 13-17, says, "Baggage 202 is picked up by a Ground Delivery Operator (GDO) from origin location 204. The baggage may be checked by the GDO at the origin location 204, or transported and checked on behalf of its owner at origin airport 206."

But Applicant goes a very different route in providing transport of the baggage. The claims now more particularly require "a plurality of luggage carriers each having sites, each [luggage carrier] site ... running at least one server application to provide online service to users over the distributed network, each luggage carrier's associated computer also running at least one luggage transport client application..."

It can thus now be seen that nowhere in Quackenbush is it taught that the Ground Delivery Operator has (1) a web site , (2) a server application to provide online service to users over the distributed network and (3) a luggage transport client application. In fact Quackenbush teaches away from such a set of limitations by emphasizing the sufficiency of his own scheme. Thus, it is now clear that the claims, at least as amended, do not read upon Quackenbush.

Examiner has noted in her point 5 of the Office Action dated 05/09/2007, "Applicant argues (with respect to claims 17-23), 'nowhere is there even suggested a luggage transport client application running on a service partner's computer for interaction with the luggage transport server application.' However the Examiner notes that this limitation is not found in the claim." For the purposes of achieving an early indication of allowable subject matter, Applicant has now amended independent claims 17 and 20 to contain just such a limitation:

"...each luggage carrier's associated computer also running at least one luggage transport client application for interaction with the luggage transport server application ..."

Thus, Applicant believes it is now clear that the claimed invention is a client/server system with computerized interaction between the luggage transport site's server application and the luggage carrier's client application, thus further distinguishing over the cited art.

Again, independent Claims 17 and 20 have now been amended to require that the luggage carriers of the system have: 1) a web site; 2) a server application on the web site to provide online service to users over the distributed network and 3) a luggage transport client application on their computer which interacts with a luggage transport server application on the luggage transport service site. In contrast, Barni only teaches "a given server in the computer network operates a web site at which a plurality of freight forwarders/carriers may publish rates in a centralized location." [Barni, col. 3, lines 36-38]. The interaction between Barni's freight forwarders and carriers and the "computer program [singular] operative at a web server" [Barni, col. 3, lines 65-66] is accomplished through the freight forwarders and carriers accessing the single web site and manually posting their rates [Barni, col. 5, lines 19-21], or by emails sent out to the freight forwarders and carriers [Barni col. 6, lines 13-15]. Thus Barni actually teaches that it is advantageous not to have client applications running on the freight forwarders and carriers computer systems:

"Thus, the invention does not require any modifications to conventional client machine hardware or software." [Barni, col. 8, lines 4-7]

Barni therefore does not teach, and even teaches away from, that each luggage carrier must run a client application on the luggage carrier computer which interacts with a luggage transport server application on the luggage transport service site, and it is believed to be clear that the claims, at least as amended, do not read upon Barni, or any combination of the art.

Turning to Lanigan, the only mention in the entirety of Lanigan's application of a computer is in Figure 5 and paragraph [0035] where a computer is only used to sort bags according to the reading of a radio frequency tag. Thus Lanigan also does not teach that each luggage carrier have: 1) a web site; 2) a server application to provide online service to users over the distributed network;

and 3) a luggage transport client application which interacts with a luggage transport server application, and it is thus believed to be clear that the claims, at least as amended, do not read upon Lanigan or any combination of the art.

Quackenbush, Lanigan and Barni, neither singly, nor together, contain all of the limitations of the claims, at least as currently amended. As dependent Claims 18, 19 and 21-23 necessarily incorporate all the limitations of the independent claims from which they depend, Claims 18, 19 and 21-23 therefore also do not read on Quackenbush, Lanigan and Barni.

Applicant believes that it has responded fully to all of the concerns expressed by the Examiner in the Office Action, and respectfully requests reexamination of all rejected claims and early favorable action on them. Applicant gratefully acknowledges the Examiner's agreement during telephone Interview 1/8/07 to Interview with the undersigned prior to any action on the case. Applicant's attorney Patrick Dwyer may be reached at (206) 550-4049 for this Interview.

Respectfully submitted,



PATRICK MICHAEL DWYER
Reg. No. 32,411

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PATRICK M. DWYER PC
1100 DEXTER AVENUE N, SUITE 100
SEATTLE, WA 98109